

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	January 27, 2016	Meeting Date:	February 1, 2016
Contact Information:			
Requested by:	Joanna Myers		
On Behalf of Organization or Individual: Pyatt Builders			
Telephone:	317-736-3631		
Email address:	jmyers@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Acceptance and execution of Storm & Sanitary Sewer Inspection Service Agreement, Earthwork & Paving Inspection Service Agreement and platover easements related to Deer Meadows, Sec. 1 (PC 2015-30).			
List Supporting Documentation Provided:			
1. Storm & Sanitary Sewer Inspection Agreement			
2. Earthwork & Paving Inspection Service Agreement			
3. Roadway Easement and Right-of-way			
4. Drainage Easement and Right-of-way			
5. Utility Easement and Right-of-way			
Who will present the request?			
Name:	Joanna Myers	Telephone:	317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

**FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
STORM & SANITARY SEWER
INSPECTION SERVICE AGREEMENT**

SUBJECT PROJECT: Deer Meadows - Section One

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Storm and Sanitary Sewer Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Storm and Wastewater Collection System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 4 weeks.

The estimated inspection time is 20 hours per week.

The total estimated cost for Inspection Services is \$ 4,000.00

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$ 3,600.00 with this "Agreement" with the check made payable to the City of Franklin.

The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total Inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

Jayne Rhoades, Clerk Treasurer

FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
EARTHWORK AND PAVING
INSPECTION SERVICE AGREEMENT

SUBJECT PROJECT: Deer Meadows - Section One

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works and Safety, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Earthwork and Paving Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Street System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 4 weeks.

The estimated inspection time is 10 hours per week.

The total estimated cost for Inspection Services is \$ 2,000.00.

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$ 1,800.00 with this "Agreement" with the check made payable to the City of Franklin.

The actual inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this 27th day of January, 2016.

WITNESS: Developer:

Contractor:

Pyatt Builders

BY:

BY:



Signature

Todd J. Pyatt

Print Name

Print Name

In witness whereof, the Franklin Board of Public Works and Safety hereby accepts the foregoing this _____ day of _____, 20____.

Franklin Board of Works
by Mayor – Joseph McGuinness

Member – Steve Barnett

Member – Bob Swinehamer

ATTEST:

Jayne Rhodes, Clerk Treasurer

ROADWAY EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

In exchange for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and legal sufficiency of which the undersigned New Life Style Development, Inc. ("Grantor"), acknowledges, the Grantor grants, bargains, sells, transfers and conveys to the City of Franklin, Indiana ("Grantee"), its successors and assigns, an exclusive easement and right-of-way described as follows:

A perpetual permanent easement as shown on Exhibit "A"

Cross-referencing Instrument No. 2002-014286

Deed Book _____ Page _____ Recorded on _____

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Roadway Improvements across and through the Grantor's land and use said land as a right-of-way.

This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantee shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

In acquiring this easement and right-of-way, the Grantor, his successors and assigns, reserve the right to use and fully enjoy the easement and right-of-way for all purposes consistent with the necessary and convenient use of the easement and right-of-way by the Grantee, its successors and assigns. Specifically, the Grantor reserves the right to cross small sections of the easement and right-of-way with driveways, sewers, utilities, drains, and the like, provided that the Grantee's facilities, operations, and/or maintenance of the easement and right-of-way are not disturbed. The Grantor will permit no structure to be erected or permitted on the easement and right-of-way, unless the Grantee consents in writing to such structure.

Grantor, its successors and assigns, and Grantee, its successors and assigns, agree that if, after execution of this Easement, a secondary plat is recorded (the "Plat") which contains any real estate included within the area of this Easement and for which such Plat provides the same area or a reasonable alternative area for the

roadway easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain roadway easement provisions shall remain burdened by this Easement.

The grant of this easement and right-of-way, with its provisions, is a covenant running with the land for the Grantee's, its successors and assigns benefit.

The Grantor certifies that he/she/it is the owner of the real property described in this easement and right-of-way, and is fully authorized to grant this easement and right-of-way.

Executed this 25 day of January, 20 16

By: [Signature]

Printed: RAY JOHNSON

Title: Pres

STATE OF ~~INDIANA~~ Florida)
COUNTY OF ~~JOHNSON~~ Lake) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, H. Ray Johnson being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 25 DAY OF January, 20 16.



Glenn L. Pemberton
State of Florida
MY COMMISSION # FF 82179
Expires: February 22, 2018

[Signature]
Notary Public

Printed: Glenn L. Pemberton

Resident of Lake County

My Commission Expires:

Feb. 22, 2018

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 20____.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett

Steve Barnett

Robert Swinehamer

Robert Swinehamer

Attest:

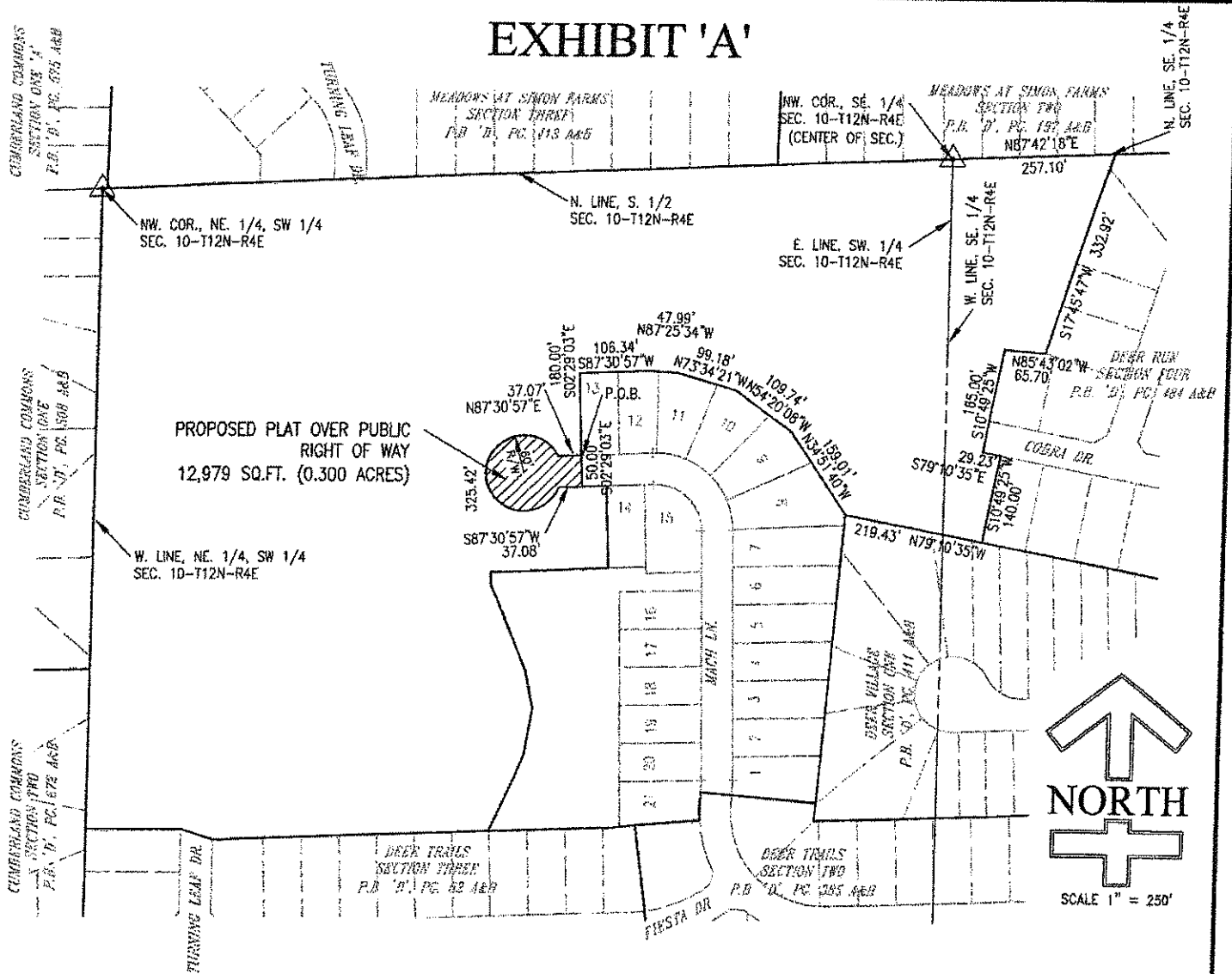
Jayne Rhoades, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signed: _____

Prepared by: Lynnette Gray
Attorney No.: 11567-41

EXHIBIT 'A'



PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID HALF QUARTER SECTION NORTH 87 DEGREES 42 MINUTES 18 SECONDS EAST 257.10 FEET TO THE NORTHEAST CORNER OF DEER RUN SECTION FOUR THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 484 A AND B IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, THE NEXT FIVE (5) COURSES FOLLOW THE WESTERLY LINE THEREOF; 1) THENCE SOUTH 17 DEGREES 45 MINUTES 47 SECONDS WEST 332.92 FEET; 2) THENCE NORTH 85 DEGREES 43 MINUTES 02 SECONDS WEST 65.70 FEET; 3) THENCE SOUTH 10 DEGREES 49 MINUTES 25 SECONDS WEST 165.00 FEET; 4) THENCE SOUTH 79 DEGREES 10 MINUTES 35 SECONDS EAST 29.23 FEET; 5) THENCE SOUTH 10 DEGREES 49 MINUTES 25 SECONDS WEST 140.00 FEET TO A NORTHERLY LINE OF DEER VILLAGE SECTION ONE THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 411 A AND B IN SAID RECORDERS OFFICE; THENCE ALONG SAID NORTH LINE NORTH 79 DEGREES 10 MINUTES 35 SECONDS WEST 219.43; THENCE NORTH 34 DEGREES 51 MINUTES 40 SECONDS WEST 159.01 FEET; THENCE NORTH 54 DEGREES 20 MINUTES 08 SECONDS WEST 109.74 FEET; THENCE NORTH 73 DEGREES 34 MINUTES 21 SECONDS WEST 99.18 FEET; THENCE NORTH 87 DEGREES 25 MINUTES 34 SECONDS WEST 47.99 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 57 SECONDS WEST 106.34 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 03 SECONDS EAST 180.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED RIGHT OF WAY; THENCE CONTINUING SOUTH 02 DEGREES 29 MINUTES 03 SECONDS EAST 50.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 57 SECONDS WEST 37.08 MINUTES TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS OF SAID CURVE BEARS NORTH 67 DEGREES 50 MINUTES 52 SECONDS WEST 60.00 FEET; THENCE SOUTHWESTERLY, NORTHWESTERLY, NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 310 DEGREES 45 MINUTES 05 SECONDS 325.42 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 57 SECONDS EAST 37.07 FEET TO POINT OF BEGINNING CONTAINING 0.300 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS

PROJECTS *plus*

GREENWOOD SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - CONSTRUCTION MANAGEMENT
2555 Fairview Place Suite A - Greenwood, Indiana 46142
(317)-882-5003

DRAINAGE EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

In exchange for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and legal sufficiency of which the undersigned New Life Style Development, Inc. ("Grantor"), acknowledges, the Grantor grants, bargains, sells, transfers and conveys to the City of Franklin, Indiana ("Grantee"), its successors and assigns, an exclusive easement and right-of-way described as follows:

A perpetual permanent easement as shown on Exhibit "A"

Cross-referencing Instrument No. 2002-014286

Deed Book Page Recorded on

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Drainage Improvements across and through the Grantor's land and use said land as a right-of-way.

This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantee shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

In acquiring this easement and right-of-way, the Grantor, his successors and assigns, reserve the right to use and fully enjoy the easement and right-of-way for all purposes consistent with the necessary and convenient use of the easement and right-of-way by the Grantee, its successors and assigns. Specifically, the Grantor reserves the right to cross small sections of the easement and right-of-way with driveways, sewers, utilities, drains, and the like, provided that the Grantee's facilities, operations, and/or maintenance of the easement and right-of-way are not disturbed. The Grantor will permit no structure to be erected or permitted on the easement and right-of-way, unless the Grantee consents in writing to such structure.

Grantor, its successors and assigns, and Grantee, its successors and assigns, agree that if, after execution of this Easement, a secondary plat is recorded (the "Plat") which contains any real estate included within the area of this Easement and for which such Plat provides the same area or a reasonable alternative area for the

drainage easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain drainage easement provisions shall remain burdened by this Easement.

The grant of this easement and right-of-way, with its provisions, is a covenant running with the land for the Grantee's, its successors and assigns benefit.

The Grantor certifies that he/she/it is the owner of the real property described in this easement and right-of-way, and is fully authorized to grant this easement and right-of-way.

Executed this 25 day of January, 2016.

By: H. Ray Johnson

Printed: H. Ray Johnson

Title: Pres

STATE OF ~~INDIANA~~ Florida)
COUNTY OF ~~JOHNSON~~ Lake) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, H. Ray Johnson being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 25 DAY OF January, 2016.



Glenn L. Pemberton
State of Florida
MY COMMISSION # FF 82179
Expires: February 22, 2018

Glenn L. Pemberton
Notary Public

Printed: Glenn L. Pemberton

Resident of Lake County

My Commission Expires:

Feb. 22, 2018

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 20____.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett

Steve Barnett

Robert Swinehamer

Robert Swinehamer

Attest:

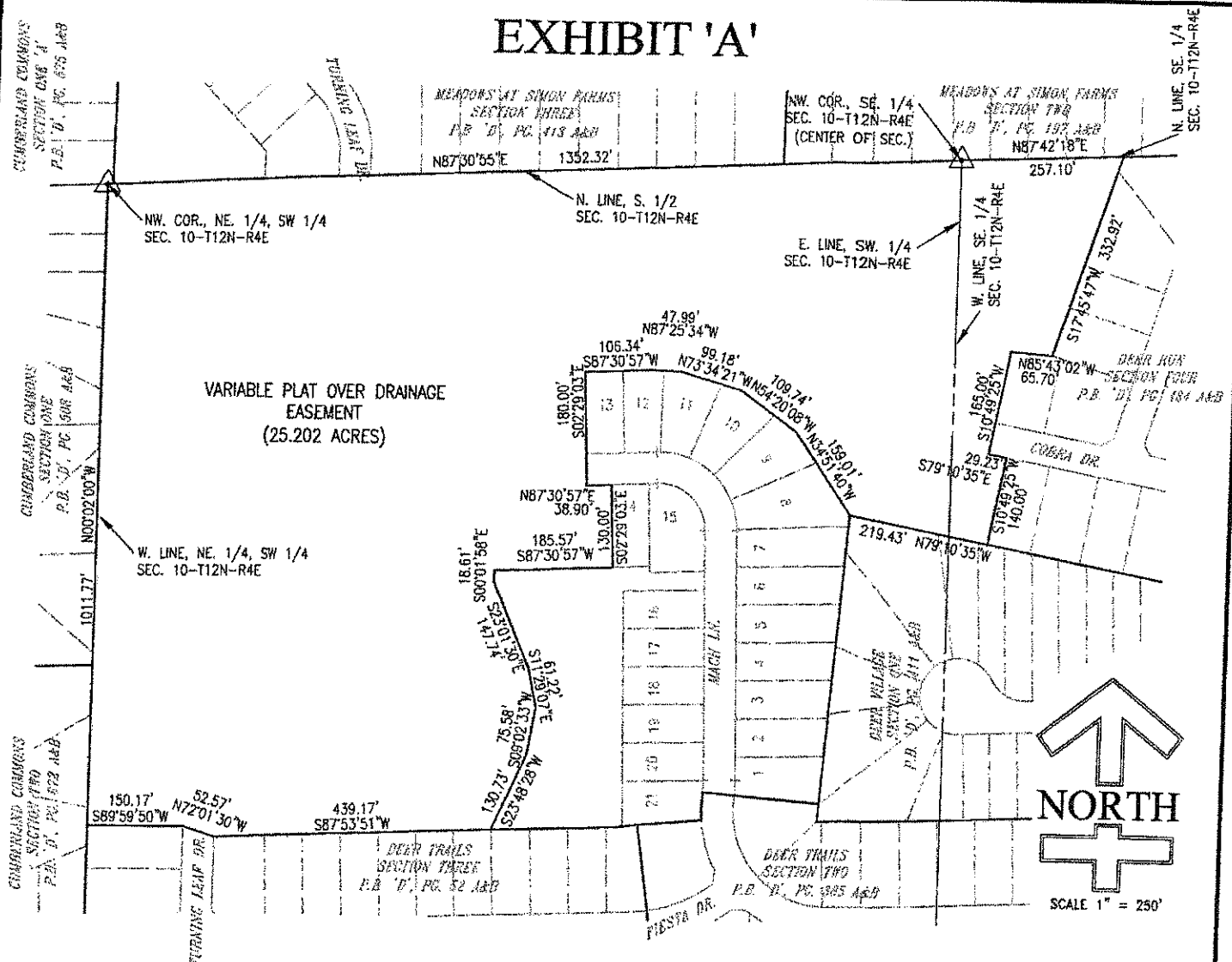
Jayne Rhoades, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signed: _____

Prepared by: Lynnette Gray
 Attorney No.: 11567-41

EXHIBIT 'A'



PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID HALF QUARTER SECTION NORTH 87 DEGREES 42 MINUTES 18 SECONDS EAST 257.10 FEET TO THE NORTHEAST CORNER OF DEER RUN SECTION FOUR THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 484 A AND B IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, THE NEXT FIVE (5) COURSES FOLLOW THE WESTERLY LINE THEREOF; 1) THENCE SOUTH 17 DEGREES 45 MINUTES 47 SECONDS WEST 332.92 FEET; 2) THENCE NORTH 85 DEGREES 43 MINUTES 02 SECONDS WEST 65.70 FEET; 3) THENCE SOUTH 10 DEGREES 49 MINUTES 25 SECONDS WEST 165.00 FEET; 4) THENCE SOUTH 79 DEGREES 10 MINUTES 35 SECONDS EAST 29.23 FEET; 5) THENCE SOUTH 10 DEGREES 49 MINUTES 25 SECONDS WEST 140.00 FEET TO A NORTHERLY LINE OF DEER VILLAGE SECTION ONE THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 411 A AND B IN SAID RECORDERS OFFICE; THENCE ALONG THE NORTH LINE THEREOF NORTH 79 DEGREES 10 MINUTES 35 SECONDS WEST 219.43; THENCE NORTH 34 DEGREES 51 MINUTES 40 SECONDS WEST 159.01 FEET; THENCE NORTH 54 DEGREES 20 MINUTES 08 SECONDS WEST 109.74 FEET; THENCE NORTH 73 DEGREES 34 MINUTES 21 SECONDS WEST 99.18 FEET; THENCE NORTH 87 DEGREES 25 MINUTES 34 SECONDS WEST 47.99 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 57 SECONDS EAST 106.34 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 03 SECONDS EAST 180.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 57 SECONDS EAST 130.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 57 SECONDS WEST 185.57 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 18.61 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 30 SECONDS EAST 147.74 FEET; THENCE SOUTH 11 DEGREES 29 MINUTES 07 SECONDS EAST 61.22 FEET; THENCE SOUTH 09 DEGREES 02 MINUTES 33 SECONDS WEST 75.58 FEET; THENCE SOUTH 23 DEGREES 48 MINUTES 28 SECONDS WEST 130.73 FEET; TO A POINT ON THE NORTH LINE OF DEER TRAILS SECTION THREE THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 52 A AND B IN SAID RECORDERS OFFICE. THE NEXT THREE (3) COURSES FOLLOW THE NORTHERLY LINE THEREOF; 1) THENCE SOUTH 87 DEGREES 53 MINUTES 51 SECONDS WEST 439.17 FEET; 2) THENCE NORTH 72 DEGREES 01 MINUTES 30 SECONDS WEST 52.57 FEET; 3) THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST 150.17 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, SAID LINE ALSO BEING THE EAST LINE OF CUMBERLAND COMMONS SECTION TWO THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 672 A AND B IN SAID RECORDERS OFFICE AND CUMBERLAND COMMONS SECTION ONE THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 508 A AND B IN SAID RECORDERS OFFICE; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 02 MINUTES 00 SECONDS WEST 1011.77 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF SECTION NORTH 87 DEGREES 30 MINUTES 55 SECONDS EAST 1352.32 FEET TO POINT OF BEGINNING CONTAINING 25.202 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS

PROJECTS *plus*

GREENWOOD SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - CONSTRUCTION MANAGEMENT
2555 Fairview Place Suite A - Greenwood, Indiana 46142
(317)-882-5003

UTILITY EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

In exchange for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and legal sufficiency of which the undersigned _____ New Life Style Development, Inc. ("Grantor"), acknowledges, the Grantor grants, bargains, sells, transfers and conveys to the City of Franklin, Indiana ("Grantee"), its successors and assigns, an exclusive easement and right-of-way described as follows:

A perpetual permanent easement as shown on Exhibit "A"

Cross-referencing Instrument No. 2002-014286

Deed Book _____ Page _____ Recorded on _____

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Utility Improvements across and through the Grantor's land and use said land as a right-of-way.

This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantee shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

In acquiring this easement and right-of-way, the Grantor, his successors and assigns, reserve the right to use and fully enjoy the easement and right-of-way for all purposes consistent with the necessary and convenient use of the easement and right-of-way by the Grantee, its successors and assigns. Specifically, the Grantor reserves the right to cross small sections of the easement and right-of-way with driveways, sewers, utilities, drains, and the like, provided that the Grantee's facilities, operations, and/or maintenance of the easement and right-of-way are not disturbed. The Grantor will permit no structure to be erected or permitted on the easement and right-of-way, unless the Grantee consents in writing to such structure.

Grantor, its successors and assigns, and Grantee, its successors and assigns, agree that if, after execution of this Easement, a secondary plat is recorded (the "Plat") which contains any real estate included within the area of this Easement and for which such Plat provides the same area or a reasonable alternative area for the utility

easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain utility easement provisions shall remain burdened by this Easement.

The grant of this easement and right-of-way, with its provisions, is a covenant running with the land for the Grantee's, its successors and assigns benefit.

The Grantor certifies that he/she/it is the owner of the real property described in this easement and right-of-way, and is fully authorized to grant this easement and right-of-way.

Executed this 25 day of January, 2016.

By: H. Ray Johnson

Printed: H. Ray Johnson

Title: Pres

STATE OF ~~INDIANA~~ Florida)
COUNTY OF ~~JOHNSON~~ Lake) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, H. Ray Johnson being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 25 DAY OF January, 2016.



Glenn L. Pemberton
State of Florida
MY COMMISSION # FF 82179
Expires: February 22, 2018

Glenn L. Pemberton
Notary Public
Printed: Glenn L. Pemberton
Resident of Lake County

My Commission Expires:

Feb. 22, 2018

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin,
Johnson County, Indiana this _____ day of _____, 20____.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett

Steve Barnett

Robert Swinehamer

Robert Swinehamer

Attest:

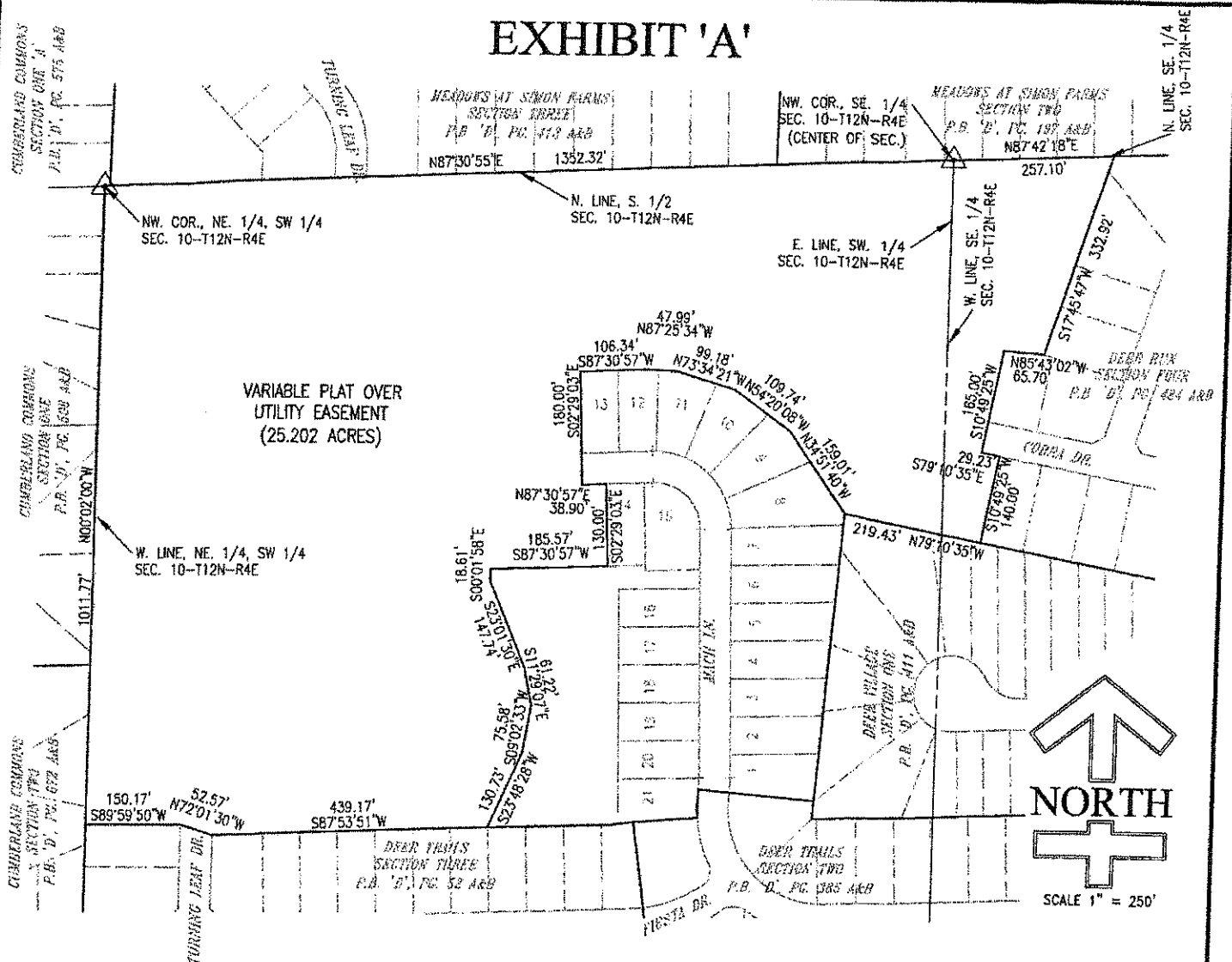
Jayne Rhoades, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security
number in this document, unless required by law.

Signed: _____

Prepared by: Lynnette Gray
 Attorney No.: 11567-41

EXHIBIT 'A'



PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID HALF QUARTER SECTION NORTH 87 DEGREES 42 MINUTES 18 SECONDS EAST 257.10 FEET TO THE NORTHEAST CORNER OF DEER RUN SECTION FOUR THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 484 A AND B IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, THE NEXT FIVE (5) COURSES FOLLOW THE WESTERLY LINE THEREOF; 1) THENCE SOUTH 17 DEGREES 45 MINUTES 47 SECONDS WEST 332.92 FEET; 2) THENCE NORTH 85 DEGREES 43 MINUTES 35 SECONDS EAST 29.23 FEET; 3) THENCE SOUTH 10 DEGREES 49 MINUTES 25 SECONDS WEST 165.00 FEET; 4) THENCE SOUTH 79 DEGREES 10 MINUTES 35 SECONDS EAST 219.43 FEET; 5) THENCE NORTH 34 DEGREES 51 MINUTES 40 SECONDS WEST 159.01 FEET; THENCE NORTH 54 DEGREES 20 MINUTES 08 SECONDS WEST 109.74 FEET; THENCE NORTH 73 DEGREES 34 MINUTES 21 SECONDS WEST 99.18 FEET; THENCE NORTH 87 DEGREES 25 MINUTES 34 SECONDS WEST 47.99 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 57 SECONDS EAST 108.34 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 03 SECONDS EAST 180.00 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 57 SECONDS EAST 38.90 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 03 SECONDS EAST 130.00 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 57 SECONDS WEST 185.57 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 18.61 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 30 SECONDS EAST 147.74 FEET; THENCE SOUTH 11 DEGREES 29 MINUTES 07 SECONDS EAST 61.22 FEET; THENCE SOUTH 09 DEGREES 02 MINUTES 33 SECONDS WEST 75.58 FEET; THENCE SOUTH 23 DEGREES 48 MINUTES 28 SECONDS WEST 130.73 FEET; TO A POINT ON THE NORTH LINE OF DEER TRAILS SECTION THREE THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 52 A AND B IN SAID RECORDERS OFFICE. THE NEXT THREE (3) COURSES FOLLOW THE NORTHERLY LINE THEREOF; 1) THENCE SOUTH 87 DEGREES 53 MINUTES 51 SECONDS WEST 439.17 FEET; 2) THENCE NORTH 72 DEGREES 01 MINUTES 30 SECONDS WEST 52.57 FEET; 3) THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST 150.17 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, SAID LINE ALSO BEING THE EAST LINE OF CUMBERLAND COMMONS SECTION TWO THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 672 A AND B IN SAID RECORDERS OFFICE AND CUMBERLAND COMMONS SECTION ONE THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 'D', PAGES 508 A AND B IN SAID RECORDERS OFFICE; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 02 MINUTES 00 SECONDS WEST 1011.77 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF SECTION NORTH 87 DEGREES 30 MINUTES 55 SECONDS EAST 1352.32 FEET TO POINT OF BEGINNING CONTAINING 25.202 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS

PROJECTS *plus*

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